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8                   **UNITED STATES DISTRICT COURT**  
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10                  **CENTRAL DISTRICT OF CALIFORNIA**

11                  URBAN FAB CORP., a California  
12                  Corporation;

13                  Plaintiff,

14                  vs.

15                  BELK ECOMMERCE LLC, a North  
16                  Carolina limited liability company;  
17                  KELLWOOD APPAREL, LLC d/b/a  
18                  JOLT, a Delaware limited liability  
19                  company; DAVID FALWELL, an  
20                  Individual; and DOES 1-10, inclusive,

21  
22                  Defendants.

11                  Case No.: 2:18-cv-05425-SVW-RAO

12                  **[PROPOSED] STIPULATED**  
13                  **PROTECTIVE ORDER**

1    1.    A. PURPOSES AND LIMITATIONS

2              Discovery in this action is likely to involve production of confidential,  
3 proprietary, competitively sensitive, or private information for which special  
4 protection from public disclosure and from use for any purpose other than  
5 prosecuting this litigation may be warranted. Accordingly, the parties hereby  
6 stipulate to and petition the Court to enter the following Stipulated Protective  
7 Order. The parties acknowledge that this Order does not confer blanket protections  
8 on all disclosures or responses to discovery and that the protection it affords from  
9 public disclosure and use extends only to the limited information or items that are  
10 entitled to confidential treatment under the applicable legal principles.

11             B. GOOD CAUSE STATEMENT

12              This action is likely to involve trade secrets, customer and pricing lists and  
13 other valuable research, development, commercial, financial, technical and/or  
14 proprietary information for which special protection from public disclosure and  
15 from use for any purpose other than prosecution of this action is warranted. Such  
16 confidential and proprietary materials and information consist of, among other  
17 things, confidential business or financial information, information regarding  
18 purchase and sale prices of fabric or garments by suppliers, manufacturers,  
19 importers, distributors and/or fashion retailers, information regarding business  
20 practices, information regarding the creation, purchase or sale of graphics, artwork,  
21 and/or designs used on textiles and garments, or other confidential, financial,  
22 and/or commercial information (including information implicating privacy rights of  
23 third parties), information generally unavailable to the public, or which may be  
24 privileged or otherwise protected from disclosure under state or federal statutes,  
25 court rules, case decisions, or common law. Accordingly, to expedite the flow of  
26 information, to facilitate the prompt resolution of disputes over confidentiality of  
27 discovery materials, to adequately protect information the parties are entitled to  
28 keep confidential, to ensure that the parties are permitted reasonable necessary uses

1 of such material in preparation for and in the conduct of trial, to address their  
2 handling at the end of the litigation, and serve the ends of justice, a protective order  
3 for such information is justified in this matter. It is the intent of the parties that  
4 information will not be designated as confidential for tactical reasons and that  
5 nothing be so designated without a good faith belief that it has been maintained in a  
6 confidential, non-public manner, and there is good cause why it should not be part  
7 of the public record of this case.

8           C. ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER  
9 SEAL

10          The parties further acknowledge, as set forth in Section 12.3, below, that this  
11 Stipulated Protective Order does not entitle them to file confidential information  
12 under seal; Local Civil Rule 79-5 sets forth the procedures that must be followed  
13 and the standards that will be applied when a party seeks permission from the  
14 Court to file material under seal.

15          There is a strong presumption that the public has a right of access to judicial  
16 proceedings and records in civil cases. In connection with non-dispositive  
17 motions, good cause must be shown to support a filing under seal. *See Kamakana*  
18 *v. City and County of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006), *Phillips v.*  
19 *Gen. Motors Corp.*, 307 F.3d 1206, 1210-11 (9th Cir. 2002), *Makar-Welbon v.*  
20 *Sony Electrics, Inc.*, 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated  
21 protective orders require good cause showing), and a specific showing of good  
22 cause or compelling reasons with proper evidentiary support and legal justification,  
23 must be made with respect to Protected Material that a party seeks to file under  
24 seal. The parties' mere designation of Disclosure or Discovery Material as  
25 CONFIDENTIAL does not—without the submission of competent evidence by  
26 declaration, establishing that the material sought to be filed under seal qualifies as  
27 confidential, privileged, or otherwise protectable—constitute good cause.

1       Further, if a party requests sealing related to a dispositive motion or trial,  
2 then compelling reasons, not only good cause, for the sealing must be shown, and  
3 the relief sought shall be narrowly tailored to serve the specific interest to be  
4 protected. *See Pintos v. Pacific Creditors Ass'n*, 605 F.3d 665, 677-79 (9th Cir.  
5 2010). For each item or type of information, document, or thing sought to be filed  
6 or introduced under seal in connection with a dispositive motion or trial, the party  
7 seeking protection must articulate compelling reasons, supported by specific facts  
8 and legal justification, for the requested sealing order. Again, competent evidence  
9 supporting the application to file documents under seal must be provided by  
10 declaration.

11       Any document that is not confidential, privileged, or otherwise protectable  
12 in its entirety will not be filed under seal if the confidential portions can be  
13 redacted. If documents can be redacted, then a redacted version for public  
14 viewing, omitting only the confidential, privileged, or otherwise protectable  
15 portions of the document, shall be filed. Any application that seeks to file  
16 documents under seal in their entirety should include an explanation of why  
17 redaction is not feasible.

18

19       2. DEFINITIONS

20       2.1 Action: This pending federal lawsuit entitled *Urban Fab Corp. v.*  
21 *Belk Ecommerce LLC, et al.* (Case No. 2:18-cv-05425-SVW-RAO).

22       2.2 Challenging Party: a Party or Non-Party that challenges the  
23 designation of information or items under this Order.

24       2.3 "CONFIDENTIAL" Information or Items: information (regardless of  
25 how it is generated, stored or maintained) or tangible things that qualify for  
26 protection under Federal Rule of Civil Procedure 26(c), and as specified above in  
27 the Good Cause Statement.

28       2.4 Counsel: Outside Counsel of Record and House Counsel (as well as

1 their support staff).

2       2.5   Designating Party: a Party or Non-Party that designates information or  
3 items that it produces in disclosures or in responses to discovery as  
4 “CONFIDENTIAL.”

5       2.6   Disclosure or Discovery Material: all items or information, regardless  
6 of the medium or manner in which it is generated, stored, or maintained (including,  
7 among other things, testimony, transcripts, and tangible things), that are produced  
8 or generated in disclosures or responses to discovery in this matter.

9       2.7   Expert: a person with specialized knowledge or experience in a matter  
10 pertinent to the litigation who has been retained by a Party or its counsel to serve  
11 as an expert witness or as a consultant in this Action.

12       2.8   House Counsel: attorneys who are employees of a Party to this  
13 Action.

14 House Counsel does not include Outside Counsel of Record or any other outside  
15 counsel.

16       2.9   Non-Party: any natural person, partnership, corporation, association,  
17 or other legal entity not named as a Party to this Action.

18       2.10   Outside Counsel of Record: attorneys who are not employees of a  
19 party to this Action, but are retained to represent or advise a party to this Action  
20 and have appeared in this Action on behalf of that party or are affiliated with a law  
21 firm which has appeared on behalf of that party, and includes support staff.

22       2.11   Party: any party to this Action, including all of its officers, directors,  
23 employees, consultants, retained experts, and Outside Counsel of Record (and their  
24 support staffs).

25       2.12   Producing Party: a Party or Non-Party that produces Disclosure or  
26 Discovery Material in this Action.

27       2.13   Professional Vendors: persons or entities that provide litigation  
28 support services (e.g., photocopying, videotaping, translating, preparing exhibits or

1 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
2 and their employees and subcontractors.

3       2.14 Protected Material: any Disclosure or Discovery Material that is  
4 designated as “CONFIDENTIAL.”

5       2.15 Receiving Party: a Party that receives Disclosure or Discovery  
6 Material from a Producing Party.

7

8       3. SCOPE

9       The protections conferred by this Stipulation and Order cover not only  
10 Protected Material (as defined above), but also (1) any information copied or  
11 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
12 compilations of Protected Material; and (3) any testimony, conversations, or  
13 presentations by Parties or their Counsel that might reveal Protected Material.

14       Any use of Protected Material at trial shall be governed by the orders of the  
15 trial judge. This Order does not govern the use of Protected Material at trial.

16

17       4. DURATION

18       Once a case proceeds to trial, information that was designated as  
19 CONFIDENTIAL or maintained pursuant to this protective order used or  
20 introduced as an exhibit at trial becomes public and will be presumptively  
21 available to all members of the public, including the press, unless compelling  
22 reasons supported by specific factual findings to proceed otherwise are made to the  
23 trial judge in advance of the trial. *See Kamakana*, 447 F.3d at 1180-81  
24 (distinguishing “good cause” showing for sealing documents produced in  
25 discovery from “compelling reasons” standard when merits-related documents are  
26 part of court record). Accordingly, the terms of this protective order do not extend  
27 beyond the commencement of the trial.

1    5. DESIGNATING PROTECTED MATERIAL

2    5.1 Exercise of Restraint and Care in Designating Material for Protection.

3        Each Party or Non-Party that designates information or items for protection  
4 under

5        this Order must take care to limit any such designation to specific material that  
6        qualifies under the appropriate standards. The Designating Party must designate  
7        for

8        protection only those parts of material, documents, items, or oral or written  
9        communications that qualify so that other portions of the material, documents,  
10       items, or communications for which protection is not warranted are not swept  
11       unjustifiably within the ambit of this Order.

12        Mass, indiscriminate, or routinized designations are prohibited.

13        Designations

14        that are shown to be clearly unjustified or that have been made for an improper  
15        purpose (e.g., to unnecessarily encumber the case development process or to  
16        impose unnecessary expenses and burdens on other parties) may expose the  
17        Designating Party to sanctions.

18        If it comes to a Designating Party's attention that information or items that it  
19        designated for protection do not qualify for protection, that Designating Party must  
20        promptly notify all other Parties that it is withdrawing the inapplicable designation.

21        5.2 Manner and Timing of Designations. Except as otherwise provided in  
22        this Order (see, e.g., second paragraph of Section 5.2(a) below), or as otherwise  
23        stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
24        under this Order must be clearly so designated before the material is disclosed or  
25        produced.

26        Designation in conformity with this Order requires:

27            (a) for information in documentary form (e.g., paper or electronic  
28            documents, but excluding transcripts of depositions or other pretrial or trial

1 proceedings), that the Producing Party affix at a minimum, the legend  
2 “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), to each page that  
3 contains protected material. If only a portion or portions of the material on a page  
4 qualifies for protection, the Producing Party also must clearly identify the  
5 protected portion(s) (e.g., by making appropriate markings in the margins).

6 A Party or Non-Party that makes original documents available for inspection  
7 need not designate them for protection until after the inspecting Party has indicated  
8 which documents it would like copied and produced. During the inspection and  
9 before the designation, all of the material made available for inspection shall be  
10 deemed “CONFIDENTIAL.” After the inspecting Party has identified the  
11 documents it wants copied and produced, the Producing Party must determine  
12 which documents, or portions thereof, qualify for protection under this Order.  
13 Then, before producing the specified documents, the Producing Party must affix  
14 the CONFIDENTIAL legend to each page that contains Protected Material. If only  
15 a portion or portions of the material on a page qualifies for protection, the  
16 Producing Party also must clearly identify the protected portion(s) (e.g., by making  
17 appropriate markings in the margins);

18 (b) for testimony given in depositions that the Designating Party identify  
19 the Disclosure or Discovery Material on the record, before the close of the  
20 deposition all protected testimony, and that the testimony be separately marked by  
21 the Court Reporter as Protected Material. When it appears that substantial portions  
22 of the testimony may qualify for protection, but it is impractical to identify  
23 separately each portion of testimony that is entitled to protection without  
24 unnecessarily delaying the deposition, the Party or Non-Party that sponsors, offers,  
25 or gives the testimony may invoke on the record (before the deposition is  
26 concluded) a right to have an opportunity to review a rough draft of the transcript,  
27 at the expense of the requesting party, and within 10 days after receipt of the rough  
28 draft transcript, to identify the specific portions of the testimony as to which

protection is sought, and to advise all other parties of the protection being sought. Only those portions of the testimony that are appropriately designated for protection within the 10 days shall be covered by the provisions of this Order. It shall be the obligation of the Party seeking protection under this Order to ensure, at the expense of the Party designating protection, that in preparing the certified transcript the Court Reporter separately binds the pages containing Protected Material, and affixes to the top of each such page the CONFIDENTIAL legend, as instructed by the Party or Non-Party offering or sponsoring the witness or presenting the testimony;

(c) for information produced in some form other than documentary and for any other tangible items, that the Producing Party affix in a prominent place on the exterior of the container or containers in which the information is stored the CONFIDENTIAL legend. If only a portion or portions of the information warrants protection, the Producing Party, to the extent practicable, shall identify the protected portion(s).

5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to designate qualified information or items does not, standing alone, waive the Designating Party's right to secure protection under this Order for such material. Upon timely correction of a designation, the Receiving Party must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Order.

## 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of confidentiality at any time that is consistent with the Court's Scheduling Order.

6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution process under Local Rule 37.1 et seq.

1       6.3   The burden of persuasion in any such challenge proceeding shall be  
2 on the Designating Party. Frivolous challenges, and those made for an improper  
3 purpose (e.g., to harass or impose unnecessary expenses and burdens on other  
4 parties), may expose the Challenging Party to sanctions. Unless the Designating  
5 Party has waived or withdrawn the confidentiality designation, all Parties and Non-  
6 Parties shall  
7 continue to afford the material in question the level of protection to which it is  
8 entitled under the Producing Party's designation until the Court rules on the  
9 challenge.

10

11     7.     ACCESS TO AND USE OF PROTECTED MATERIAL

12     7.1    Basic Principles. A Receiving Party may use Protected Material that  
13 is disclosed or produced by another Party or by a Non-Party in connection with this  
14 Action only for prosecuting, defending, or attempting to settle this Action. Such  
15 Protected Material may be disclosed only to the categories of persons and under  
16 the conditions described in this Order. When the Action has been terminated, a  
17 Receiving Party must comply with the provisions of Section 13 below (FINAL  
18 DISPOSITION).

19       Protected Material must be stored and maintained by a Receiving Party at a  
20 location and in a secure manner that ensures that access is limited to the persons  
21 authorized under this Order.

22     7.2    Disclosure of “CONFIDENTIAL” Information or Items. Unless  
23 otherwise ordered by the Court or permitted in writing by the Designating Party, a  
24 Receiving Party may disclose any information or item designated  
25 “CONFIDENTIAL” only to:

26       (a) the Receiving Party’s Outside Counsel of Record in this Action, as  
27 well as employees of said Outside Counsel of Record to whom it is reasonably  
28 necessary to disclose the information for this Action;

1                         (b) the officers, directors, and employees (including House Counsel) of  
2 the Receiving Party to whom disclosure is reasonably necessary for this Action;  
3                         (c) Experts (as defined in this Order) of the Receiving Party to whom  
4 disclosure is reasonably necessary for this Action and who have signed the  
5 “Acknowledgment and Agreement to Be Bound” (Exhibit A);  
6                         (d) the Court and its personnel;  
7                         (e) court reporters and their staff;  
8                         (f) professional jury or trial consultants, mock jurors, and Professional  
9 Vendors to whom disclosure is reasonably necessary for this Action and who have  
10 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);  
11                         (g) the author or recipient of a document containing the information or a  
12 custodian or other person who otherwise possessed or knew the information;  
13                         (h) during their depositions, witnesses, and attorneys for witnesses, in the  
14 Action to whom disclosure is reasonably necessary provided: (1) the deposing  
15 party requests that the witness sign “Acknowledgment and Agreement to Be  
16 Bound” (Exhibit A); and (2) they will not be permitted to keep any confidential  
17 information, unless otherwise agreed by the Designating Party or ordered by the  
18 Court. Pages of transcribed  
19 deposition testimony or exhibits to depositions that reveal Protected Material may  
20 be separately bound by the court reporter, as provided for in Section 5.2(b), and  
21 may not be disclosed to anyone except as permitted under this Stipulated  
22 Protective Order; and  
23                         (i) any mediator or settlement officer, and their supporting personnel,  
24 mutually agreed upon by any of the parties engaged in settlement discussions, and  
25 who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A).

26

27         8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED  
28                         IN OTHER LITIGATION

1        If a Party is served with a subpoena or a court order issued in other litigation  
2 that compels disclosure of any information or items designated in this Action as  
3 “CONFIDENTIAL,” that Party must:

4              (a) promptly notify in writing the Designating Party. Such notification  
5 shall include a copy of the subpoena or court order;

6              (b) promptly notify in writing the party who caused the subpoena or order  
7 to issue in the other litigation that some or all of the material covered by the  
8 subpoena or order is subject to this Protective Order. Such notification shall  
9 include a copy of this Stipulated Protective Order; and

10             (c) cooperate with respect to all reasonable procedures sought to be  
11 pursued by the Designating Party whose Protected Material may be affected.

12        If the Designating Party timely seeks a protective order, the Party served with  
13 the subpoena or court order shall not produce any information designated in this  
14 action as “CONFIDENTIAL” before a determination by the court from which the  
15 subpoena or order issued, unless the Party has obtained the Designating Party’s  
16 permission. The Designating Party shall bear the burden and expense of seeking  
17 protection in that court of its confidential material and nothing in these provisions  
18 should be construed as authorizing or encouraging a Receiving Party in this Action  
19 to disobey a lawful directive from another court.

20

21        9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE  
22                  PRODUCED IN THIS LITIGATION

23              (a) The terms of this Order are applicable to information produced by a  
24 Non-Party in this Action and designated as “CONFIDENTIAL.” Such information  
25 produced by Non-Parties in connection with this litigation is protected by the  
26 remedies and relief provided by this Order. Nothing in these provisions should be  
27 construed as prohibiting a Non-Party from seeking additional protections.

28              (b) In the event that a Party is required, by a valid discovery request, to

1 produce a Non-Party's confidential information in its possession, and the Party is  
2 subject to an agreement with the Non-Party not to produce the Non-Party's  
3 confidential information, then the Party shall:

4                 (1) promptly notify in writing the Requesting Party and the Non-Party  
5 that some or all of the information requested is subject to a confidentiality  
6 agreement with a Non-Party;

7                 (2) promptly provide the Non-Party with a copy of the Stipulated  
8 Protective Order in this Action, the relevant discovery request(s), and a reasonably  
9 specific description of the information requested; and

10                 (3) make the information requested available for inspection by the  
11 Non-Party, if requested.

12                 (c) If the Non-Party fails to seek a protective order from this Court within  
13 14 days of receiving the notice and accompanying information, the Receiving  
14 Party may produce the Non-Party's confidential information responsive to the  
15 discovery request. If the Non-Party timely seeks a protective order, the Receiving  
16 Party shall not produce any information in its possession or control that is subject  
17 to the confidentiality agreement with the Non-Party before a determination by the  
18 Court, unless otherwise required by the law or court order. Absent a court order to  
19 the contrary, the Non-Party shall bear the burden and expense of seeking protection  
20 in this Court of its Protected Material.

21

22 10. **UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

23                 If a Receiving Party learns that, by inadvertence or otherwise, it has  
24 disclosed Protected Material to any person or in any circumstance not authorized  
25 under this Stipulated Protective Order, the Receiving Party must immediately (a)  
26 notify in writing the Designating Party of the unauthorized disclosures, (b) use its  
27 best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform  
28 the person or persons to whom unauthorized disclosures were made of all the terms

1 of this Order, and (d) request such person or persons to execute the  
2 "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit  
3 A.  
4

5       11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
6           PROTECTED MATERIAL

7       If a Receiving Party learns that, by inadvertence or otherwise, it has  
8 disclosed Protected Material to any person or in any circumstance not authorized  
9 under this Protective Order, the Receiving Party must immediately (a) notify in  
10 writing the Designating Party of the unauthorized disclosures, (b) use its best  
11 efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the  
12 person or persons to whom unauthorized disclosure were made of all the terms of  
13 this Order, and (d) request such person or persons to execute the  
14 "Acknowledgement and Agreement to Be Bound" (Exhibit A).

15       When a Producing Party gives notice to Receiving Parties that certain  
16 inadvertently produced material is subject to a claim of privilege or other  
17 protection, the obligations of the Receiving Parties are those set forth in Federal  
18 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify  
19 whatever procedure may be established in an e-discovery order that provides for  
20 production without prior privilege review. Pursuant to Federal Rule of Evidence  
21 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure  
22 of a communication or information covered by the attorney-client privilege or  
23 work product protection, the parties may incorporate their agreement in the  
24 stipulated protective order submitted to the Court.

25  
26       12. MISCELLANEOUS

27       12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
28 person to seek its modification by the Court in the future.

1           12.2 Right to Assert Other Objections. By stipulating to the entry of this  
2 Protective Order, no Party waives any right it otherwise would have to object to  
3 disclosing or producing any information or item on any ground not addressed in  
4 this Stipulated Protective Order. Similarly, no Party waives any right to object on  
5 any ground to use in evidence of any of the material covered by this Protective  
6 Order.

7           12.3 Filing Protected Material. A Party that seeks to file under seal any  
8 papers with the Court that contain any Protected Material must comply with Local  
9 Civil Rule 79-5, and any pertinent Orders of the District Judge and Magistrate  
10 Judge. Protected Material may only be filed under seal pursuant to a court order  
11 authorizing the sealing of the specific Protected Material at issue. If a Party's  
12 request to file Protected Material under seal is denied by the Court, then the  
13 Receiving Party may file the information in the public record unless otherwise  
14 instructed by the Court.

15

16         13. FINAL DISPOSITION

17           After the final disposition of this Action, as defined in Section 4, within 60  
18 days of a written request by the Designating Party, each Receiving Party must  
19 return all Protected Material to the Producing Party or destroy such material. As  
20 used in this subdivision, "all Protected Material" includes all copies, abstracts,  
21 compilations, summaries, and any other format reproducing or capturing any of the  
22 Protected Material.

23           Whether the Protected Material is returned or destroyed, the Receiving Party  
24 must submit a written certification to the Producing Party (and, if not the same  
25 person or entity, to the Designating Party) by the 60-day deadline that (1) identifies  
26 (by category, where appropriate) all the Protected Material that was returned or  
27 destroyed, and (2) affirms that the Receiving Party has not retained any copies,  
28 abstracts, compilations, summaries or any other format reproducing or capturing

1 any of the Protected Material. Notwithstanding this provision, Counsel are entitled  
2 to retain an archival copy of all pleadings, motion papers, trial, deposition, and  
3 hearing transcripts, legal memoranda, correspondence, deposition and trial  
4 exhibits, expert reports, attorney work product, and consultant and expert work  
5 product, even if such materials contain Protected Material. Any such archival  
6 copies that contain or constitute Protected Material remain subject to this  
7 Protective Order as set forth in Section 4 (DURATION).

8

9 14. VIOLATION

10 Any violation of this Order may be punished by any and all appropriate  
11 measures including, without limitation, contempt proceedings and/or monetary  
12 sanctions

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1 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

2 DATED: October 3, 2018

3  
4 /s/ C. Yong Jeong

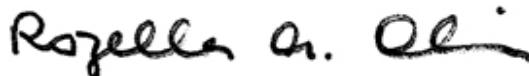
5 C. Yong Jeong, Esq.  
6 Regina S. Zernay, Esq.  
7 Attorneys for Plaintiff

8 DATED: October 3, 2018

9 /s/ Matthew L. Seror

10 Matthew L. Seror, Esq.  
11 Michael J. Worth, Esq.  
12 Attorneys for Defendants,  
13 BELK ECOMMERCE LLC and KELLWOOD APPAREL, LLC  
14 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

15 DATED: October 3, 2018

16 

17  
18 HON. ROZELLA A. OLIVER  
19 United States Magistrate Judge

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**EXHIBIT A**

## ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of  
\_\_\_\_\_ [print or type full address], declare under penalty of perjury  
that I have read in its entirety and understand the Stipulated Protective Order that  
was issued by the United States District Court for the Central District of California  
on \_\_\_\_\_ [date] in the case of *Urban Fab Corp. v. Belk Ecommerce LLC, et al.* (Case No. 2:18-cv-05425-SVW-RAO). I agree to comply with and to be bound  
by all the terms of this Stipulated Protective Order and I understand and  
acknowledge that failure to so comply could expose me to sanctions and  
punishment in the nature of contempt. I solemnly promise that I will not disclose  
in any manner any information or item that is subject to this Stipulated Protective  
Order to any person or entity except in strict compliance with the provisions of this  
Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this

Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint \_\_\_\_\_ [print or type full name] of \_\_\_\_\_ [print or type full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date:

City and State where sworn and signed:

Printed name:

Signature: